# COOPERATIVE AGREEMENT
## between the
## NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
## and the
## City of Lincoln, Nebraska
## Regarding the Implementation of the Section 319 Project Entitled

## "*Holmes Lake Watershed Pollution Reduction*"

THIS COOPERATIVE AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and City of Lincoln, Nebraska, (Sponsor) in accordance with the Interlocal Cooperation Act, Nebraska Stat. Sec. 13-801 to 13-807 (Reissue 1987) or Nebr. Rev. Stat. Sec. 81-1504 (Supp. 1997) of the Nebraska Environmental Protection Act, whichever is applicable.

WHEREAS, the Sponsor made a request to the NDEQ for Section 319 grant funds, pursuant to the federal Clean Water Act and the Nebraska Nonpoint Source (NPS) Management Program, which have been made available to NDEQ through the Region VII Office of the U.S. Environmental Protection Agency (EPA); and

WHEREAS, these grant funds in an amount up to $254,680.00 are to be used to implement this Section 319 NPS Project; and

WHEREAS, the Sponsor agrees to utilize at least $169,787.00 in nonfederal funds and/or services in-kind for implementation of project activities; and

WHEREAS, the Sponsor intends to comply with all provisions of the federal Clean Water Act as amended by the Water Quality Act of 1987, 33 U.S.C. §1251 *et seq*. and intends to use the funds as set out in this Agreement; and

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

## I. TERM OF AGREEMENT

This Agreement will remain in effect until all identified tasks are completed for this Section 319 Project, unless terminated under §Q of this Cooperative Agreement, but will not remain in effect past June 30, 2008.

## II. CONDITIONS OF AGREEMENT

### A. General Conditions

1. The Sponsor agrees to complete a detailed Project Implementation Plan (PIP) outlining the project schedule and specific work items to be undertaken during the course of the project. This PIP must be approved by USEPA and NDEQ prior to any reimbursement request from Section 319 grant funds. A Quality Assurance Project Plan (QAPP) must be approved by NDEQ prior to any collection of environmental data and subsequent reimbursement request from Section 319 grant funds for monitoring activities.

2. The Sponsor agrees to submit quarterly progress reports to the NDEQ by the fifteenth day after the end of each federal fiscal quarter. These reports shall contain the following components:
   a. Progress to date
   b. Significant findings or events
   c. Corrective actions taken to resolve any problems that are encountered
   d. Activities planned for the next quarter
3. The Sponsor agrees that if indirect costs are authorized, as specified in the approved PIP, they will be charged at the approved indirect rate.
4. The Sponsor agrees that any contract, interagency agreement, sub-agreement and/or procurement of equipment under this grant must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all sub-agreements and interagency agreements will be provided to the NDEQ.
5. All equipment purchased with Section 319 grant funds must be approved by the NDEQ. Any such purchased equipment shall be retained by the NDEQ upon completion of the project unless otherwise authorized in writing by the NDEQ.
6. The Sponsor agrees that all water quality data collected under this grant shall be provided to the NDEQ.
7. The Sponsor agrees to recognize the contributions and/or involvement of the federal Nonpoint Source Management Program (authorized by Section 319 of the Clean Water Act and administered by EPA and NDEQ) in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met prior to publication. A minimum of 6 copies of printed outreach material and 6 copies of videos produced under this grant shall be provided to the NDEQ.
8. The Sponsor agrees to ensure that persons receiving cost-share assistance from Section 319(h) funds shall, where relevant, practice nutrient and pest management on those portions of their operations that fall in the critical area of the project.
9. The Sponsor agrees to maintain all practices or structural Best Management Practices developed or constructed under Section 319, consistent with the operation and maintenance requirements for structures or practices as described in standard engineering design or as identified in the Natural Resources Conservation Service's Field Office Technical Guides or other appropriate federal/state/local standards.
10. A final project report must be submitted to NDEQ within 90 days after completion of project tasks, but no later than the termination date of this agreement.

**B. Grant Conditions**

The following grant conditions shall be complied with by all recipients of federal grant funds.

1. The Sponsor agrees to comply with all the following provisions, rules and regulations (can be obtained from NDEQ):
   a. Office of Management and Budget Circulars A-102, A-133, A-87 and 40 CFR Parts 31, 32, and 35.
   b. Procurement standards of 40 CFR 31.32(g).
   c. Prohibitive lobbying 18 U.S.C. Section 1913, Section 607(a) of Public Law 96.74, or Section 319 of Public Law 101-121.
   d. Federal Register, Vol. 53, No. 102, Debarment and Suspension Under EPA, Assistance Loan and Benefit Programs.

e. Rules governing "Fair Share" of federal funds to Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Small Disadvantaged Businesses (SDBs), and Small Business in Rural Areas (SBRAs). Affirmative steps outlined in 40 CFR 30.44, or 40 CFR 33.240, or 40 CFR 35.6580, or Section 129 of Public Law 100-590, whichever is applicable. ("Fair Share" Percentages: Supplies, 5% MBE, 12% WBE; Equipment, 6% MBE, 11% WBE; Services, 5% MBE, 11% WBE; and Construction, 6% MBE, 8% WBE.) The Sponsor agrees to include in its bid specifications, and require all of its prime contractors to include in their bid specifications for subcontracts, a "Fair Share". The Sponsor agrees to document the official grant files with all efforts taken to achieve the "Fair Share" and to report quarterly to NDEQ all "Fair Share" procurement efforts regardless of the size of the sub-agreement.

f. Section 204 of the Demonstration Cities and Metropolitan Development Act of 1996 as amended (42 USC Section 3334).

g. Provisions of the American with Disabilities Act.

h. Hotel and Motel Fire Safety Act of 1990.

i. EPA Order 1000.25 regulating the use of recycled paper.

## C. Statement of Costs

The Sponsor will submit no more often than once per calendar month a properly documented statement of costs for which reimbursement is sought and nonfederal match is claimed pursuant to the terms of this Agreement and the PIP. This statement of costs shall be signed by the Sponsor's authorized representative. For purposes of this agreement, reimbursable costs and nonfederal match claims shall be related to budget items as described in the approved PIP. Documentation of costs shall consist of paid receipts, signed time records, and/or similar verification of expenditures.

## D. Disbursements

1. All requests for reimbursement of costs incurred by the Sponsor shall be reviewed within ten (10) working days of their receipt by the NDEQ. If costs are deemed ineligible, the Sponsor shall be notified by the NDEQ within ten (10) working days of the receipt of the request. Within forty-five (45) working days after the receipt of a properly documented reimbursement request, the NDEQ shall transmit payment to the Sponsor, the amount of the eligible cost. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. Payment will be contingent on required quarterly progress reports and quarterly MBE/WBE reports being current.
3. NDEQ shall withhold 10%, but not less than $10,000, of grant funds pending receipt and approval of the final project report.
4. Under no circumstances shall the total amount of payments under this Agreement exceed two hundred fifty-four thousand six hundred eighty dollars ($254,680.00).
5. The Sponsor agrees to utilize at least one hundred sixty-nine thousand seven hundred eighty-seven dollars ($169,787.00) in nonfederal funds and/or services in-kind for implementation of project activities.

## E. Work Description and Schedule

This project shall complete objectives and work items as described in the PIP. The PIP is hereby incorporated into this document in its entirety.

**F. Amendments**

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the EPA or NDEQ.

**G. Forfeiture, Repayment and Delays in Disbursement of Funds**

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the PIP, including any amendments thereto which have been properly approved, shall result in the forfeiture of any funds not disbursed. In addition, if for any reason the project is not completed as described in the project PIP, including any amendments thereto that have been or are hereafter approved by the NDEQ, the NDEQ may recover from the Sponsor any or all funds disbursed.

**H. Remedies Not Exclusive**

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

**I. Assignment**

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

**J. Waiver of Rights**

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

**K. Applicable Rules and Regulations**

Both parties shall abide by all applicable rules and regulations of the NDEQ, including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

**L. Inspection of Books, Records and Reports**

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement. A single audit is required if $300,000 or more is provided by the federal funding in any one year period. Verification of completion of the single audit report should be sent to NDEQ.

**M. Independent Contractor**

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act,

propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

**N. Nondiscrimination**

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

**O. Drug Free Workplace**

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

**P. Publication Rights**

All parties shall have publication and reproduction rights for all reports and materials, which are produced as a result of this Agreement.

**Q. Termination**

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

**R. Project Managers**

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

| NDEQ Project Manager | Sponsor Project Manager |
|---|---|
| Terry Hickman | Ben Higgins |
| Program Specialist | |
| Water Quality Planning Unit | Watershed Management |
| 402-471-2875 | 402-441-7589 |
| Terry.Hickman@ndeq.state.ne.us | bhiggins@lincoln.ne.gov |

## III. EFFECTIVE DATE OF COOPERATIVE AGREEMENT

This Cooperative Agreement shall be effective upon the later of the dates signed below.

**NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Sig: Thomas R Lamberson Tiitle: Deputy Director
Print: Thomas R. Lamberson

Date: August 16, 2006

**SPONSOR**

Sig: _____ Title: _____
Print:

Date: _____ Federal Tax ID Number: _____

## Abstract

**Project Name:** Holmes Lake Watershed Pollutant Reduction Project

**Project Sponsor:** City of Lincoln

**Project Period:** January 2006 to January 2008

**Federal Section 319 Funds Requested:**
**Non-Federal Match Funds Committed:**

**Executive Summary:**

The City of Lincoln and Lower Platte South Natural Resources District in cooperation with local homeowner/neighborhood associations is seeking 319 federal grant funding to primarily reduce pollutant loading of phosphorus, sediment and associated pollutants to Holmes Lake. The sources of these pollutants are typically from the Holmes Lake Watershed in the form of sheet and rill erosion, gully and stream bank erosion, urban runoff, construction site runoff, fertilizer, and animal waste.

The Holmes Lake watershed has a drainage area of approximately 5.4 square miles (3,456 acres) consisting mainly of residential, rural residential, and commercial property land use. Holmes Lake lies on Antelope Creek and is fed by two drainages which enter the lake from the south/southeast. The drainages are well defined and consist of about 20 stream miles of open channel including their tributaries. Due to urbanization some of the original tributaries no longer exist. Holmes Lake is formed by a high hazard dam constructed for flood control, and the lake provides multiple benefits other than flood reduction including aesthetics and recreation.

Holmes Lake is on the 303(d) list of impaired waters due to impairment of the aesthetic and aquatic life beneficial uses due to excess sedimentation and nutrients. A Total Maximum Daily Loads (TMDL) was developed for Holmes Lake by Nebraska Department of Environmental Quality (NDEQ) in June 2003 with the primary pollutant concerns being sedimentation and phosphorus.

Major products resulting from this project include a stream/buffer/wetland assessment for 20 stream miles of open channels draining to Holmes Lake, stream bank stabilization construction project for a channel reach with observed bank erosion, a no/low phosphorus fertilizer program for the watershed and other program projects. Objectives for this project are correlated with the Holmes Lake Community Based Watershed Management Plan (Strategy attached, updated April 5, 2005).

# Project Description

**Project Name:** Holmes Lake Watershed Pollutant Reduction Project

**Area description:** Holmes Lake Watershed, Section 4, Township 9 North, Range 7 East, Lancaster County, Nebraska, Lat. 40°, 46', 57", Long. 96°, 38', 10" (center of dam). Western Corn Belt Plains (Level III) ecoregion. This is a NPS priority watershed.

**Hydrologic unit code:** LP2L00400

**NPS priority issue or concern:** (referenced from Holmes Lake TMDL, June 2003):

1. Designated uses assigned to Holmes Lake include: primary contact recreation, aquatic life warmwater class A, agriculture water supply class A and aesthetics.
2. Pollutants causing the impairments of the water quality standard and designated beneficial uses are sediment and nutrients (phosphorus).
3. Both point and nonpoint sources of sediment have been identified as the cause of the siltation/sedimentation impairment to Holmes Lake. Point, nonpoint and natural sources have been identified as the cause of the nutrient impairment to Holmes Lake. The identified point sources include stormwater discharges from construction sites and urban storm drainage systems. Nonpoint sources include, stormwater discharges from sites not covered by NPDES permits and other agriculture, urban and rural runoff.
4. From previous data the average annual sediment load is estimated at 10,547 tons/year and the stakeholder defined sediment loading capacity is 5,000 tons/year (53% reduction). From modeling information the average annual phosphorus load is estimated at 8,070 lbs/year and the stakeholder defined phosphorus loading capacity is 260 lbs/year (97.25% reduction).
5. All point sources are disperse so there is no identified singular source.

**General strategy:**

The general strategy for this project is a combination of engineering assessment, design and construction along with educational program components. The engineering assessment, design and construction will include a survey of existing stream conditions, and a design and construction project for stream stabilization to reduce bank erosion. The educational program will involve residential and business property owners in the watershed regarding the use of no/low phosphorus fertilizer. A monitoring program will also be established for the length of the study to quantitatively track objectives.

## Objectives

(referenced to the Holmes Lake Community Based Watershed Management Plan)

A. (I.1.) Maintain average annual sediment loads delivered to Holmes Lake at or below 5,000 tons; by January 2008.
B. (II.2.) Reduce the amount of lawn fertilizers and pesticides used by watershed residences ; by January 2008.
C. (III.1.) Decrease average summer total phosphorus concentrations at the deepwater site by 35 percent from 0.14 mg/l to 0.09 mg/l ; by January 2008.
D. (III.3.) Reduce average summer chlorophyll concentrations at the deepwater site to 15.0 mg/m3 ; by January 2008.
E. (III.4.) Increase and maintain average summer water transparency measurements at the deepwater site to 30 inches ; by January 2008.
F. (V.1.) Increase water column average dissolved oxygen concentrations at the deepwater site above 5.0 mg/l for more than 90 percent of the summer; by January 2008.
G. (V.2.) Reduce total suspended solids concentrations at the deepwater site by 64 percent from 42 mg/l to 15 mg/l ; by January 2008.

## Tasks

| Task Description | Objective Addressed | Est. Date of Completion |
|---|---|---|
| **Task 1:** Holmes Lake Watershed Geomorphic Assessment<br>**Description:** *Fluvial geomorphic assessment of the 20 stream miles of open drainage draining to Holmes Lake.*<br><br>Stream reaches will be evaluated for stability and stream bank erosion potential. The evaluation will include a prioritization for future projects. Open bodies of water (wetlands, detention/retention cells) will be evaluated for their condition. The stream reaches and adjacent areas will be assessed for their potential for future buffer/wetland projects. This is a necessary task to provide needed information to prioritize and provide data for potential future projects that would address the objectives. | All objectives are indirectly addressed by this task | January 2008 |
| **Task 2:** Southwest Tributary Stream Stabilization<br>**Description:** *Stream bed and bank stabilization of a 1,000 feet reach of channel west of 70th Street and north of Antler Drive.*<br><br>Design and construction of a bio-engineered stream stabilization project. There has been observed stream degradation in this reach and a watershed windshield survey accomplished summer 2005 estimates that this reach has the highest amount of active degradation in the Holmes Lake watershed. | Objectives A, E and G | January 2008 |
| **Task 3:** No/Low Phosphorus Fertilizer Program<br>**Description:** *Establishment of a voluntary no/low phosphorus fertilizer and minimal pesticide program through public education and outreach, as well as cooperative efforts with local nurseries and other businesses that sell fertilizer and pesticides.*<br><br>The direct public effort (e.g. mailings, contacts) would be aimed directly for the Holmes Lake Watershed area. However it can be imagined that it would also have benefits for the public in areas outside the watershed. | Objectives B, C,D and F | January 2008 |

| | | |
|---|---|---|
| **Task 4:** Monitoring Program<br>**Description:** *Monitoring of the objective parameters.*<br>Includes:<br>- Three (before, during, end of study) Holmes lake watershed property owner surveys to provide a quantitative measurement of fertilizer and pesticide use<br>- Monthly chlorophyll concentration, water transparency, dissolved oxygen concentrations, and total suspended solid measurements during the summer months over the duration of the project (six sets of samples). These measurements would be taken at two locations. | All objectives are indirectly addressed by this task | January 2008 |
| **Task 5:** Develop a Rain Garden NebGuide<br>**Description:** *Create a NebGuide brochure outlining the steps necessary to create a Rain Garden.*<br><br>The publication would include guidance on location, depth, and listing of recommended plant materials. The NebGuide would also outline the benefits of retaining stormwater on site and preventing stormwater pollutants such as phosphorus from entering the stormdrain system. | Objectives C,D and F | January 2008 |

## Education/Outreach Plan

1. The primary audience served will be those residents and other property owners residing in the Holmes Lake Watershed (an area of approximately 5.4 square miles).
2. From past informal surveys it has been observed that members of the public are not educated on the necessary amount and type of fertilizer needed. Previous voluntary soil tests by members of the public as part of an informal survey (results reported back to city staff) indicate that no or low phosphorus is adequate to maintain healthy and robust lawns in the great majority of the samples.
3. A major barrier is a pre-conceived notion that the typical fertilizer brought from nurseries and other businesses provides the right amount of nutrients for local lawns. Also, there appears to be the perception that using a no/low phosphorus fertilizer will result in a lawn that is not robust or healthy.
4. Education materials on the multiple benefits of no/low phosphorus fertilizers and other stormwater issues would be sent out, neighborhood groups/homeowners associations would be marketed, a speakers bureau would be set up, and cooperative effort would be coordinated with local nurseries and other fertilizer outlets.

**Informational Strategy & Outcomes:**
**Before:** Information mailings are planned to be sent out informing Holmes Lake Watershed residences of the Holmes Lake Watershed Pollution Reduction Project. The mailing would include a survey component, project components and their purposes, educational information on stormwater pollution and in particular education on the use and purpose of no/low phosphorus fertilizers. Nurseries and other fertilizer outlets would be contacted to discuss cooperative efforts in the selling and marketing of no/low phosphorus fertilizers. Discussions and efforts with the Holmes Lake Watershed Advisory Council would continue.

**During:** A major interim mailing would be sent out to Holmes Lake Watershed residences and would include an interim survey component, project status and their purpose, and education information on stormwater pollution (including no/low phosphorus fertilizers). Cooperative efforts with nurseries and other fertilizer outlets would continue along with discussions with the Holmes Lake Watershed Advisory Council. A speakers bureau regarding this project would be implemented.

**After:** Near the end of the project a survey would be sent to Holmes Lake Watershed residences to assess the effectiveness and methods used to provide involvement and education for items addressed under the project. A final mailing would be sent out after the survey is assessed to provide survey results as well as monitoring results of the project.

**Educational Strategy & Outcomes:**
**Before:** Meetings would be conducted with the various partners of the grant to develop the information to be included in brochures, pamphlets, web site, etc., and for the creation of educational materials to be provided to residences and businesses effected by the project.

**During:** Staff associated with the project would attend neighborhood association meetings or setup individual meetings inviting neighbors and businesses affected by the project. Educational materials would be provided at these meetings as well as contact information for project staff.

**After:** The comments from the project survey and the meetings would be compiled into educational information that is easily understood by the citizens of Lincoln. The information would be posted on the City website. It is a project goal to raise the level of public awareness regarding the actions that can be taken by the public to reduce pollutants in the Holmes Lake Watershed. Another primary goal of the project is to change those behaviors that are detrimental to water quality in the watershed.

# Public Participation Plan

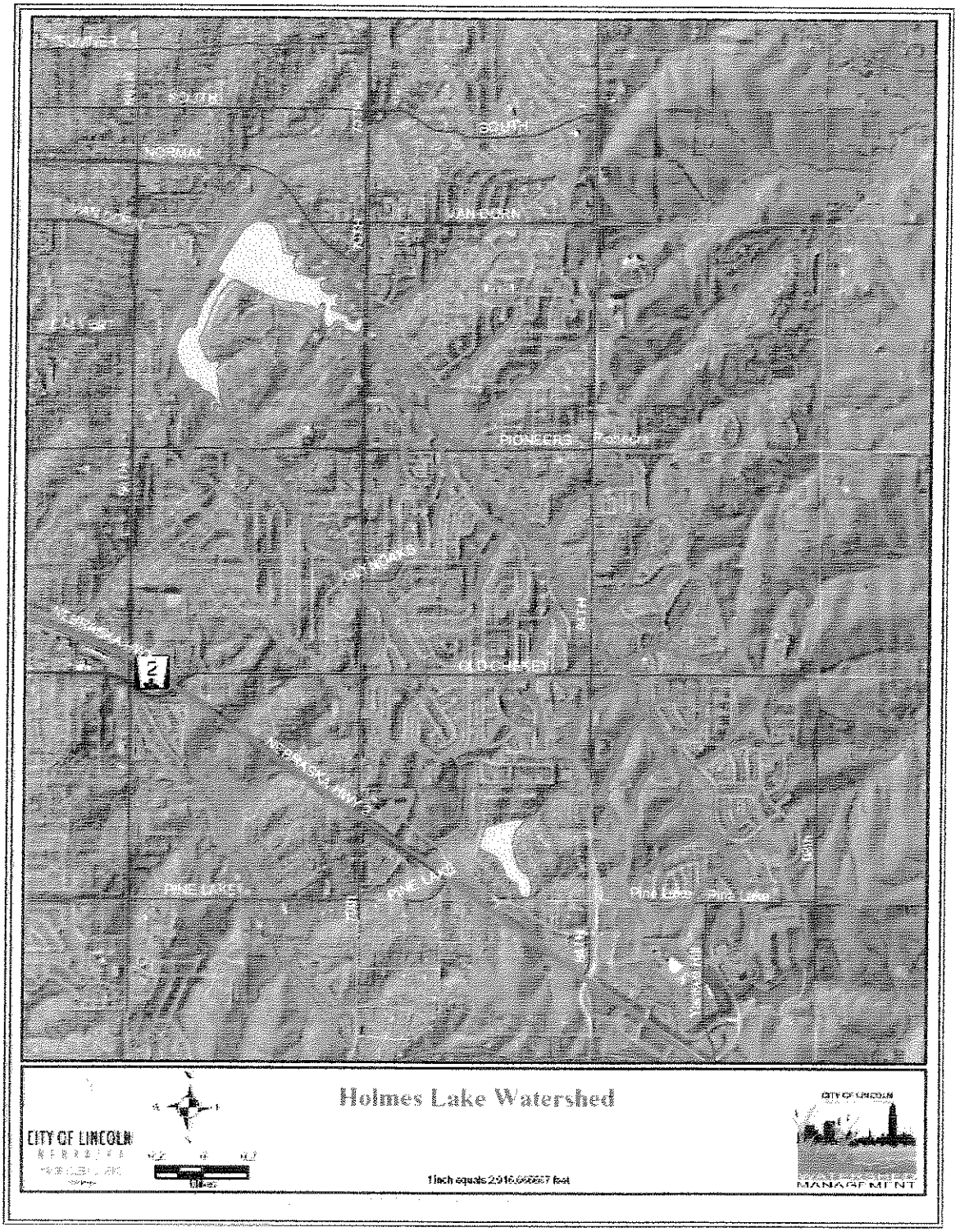
**Stakeholder participation in project:**
As described in the Education/Outreach Plan a cooperative outreach program will take place with Holmes Lake watershed area nurseries and other fertilizer outlets. The contacts are listed in the 'Stakeholder participation in project' section of this worksheet. During initial outreach efforts the sponsors will request a representative from this group to be on the project management team. Another major stakeholder will be the Holmes Lake Watershed Advisory Council (Citizen Advisory Committee) who will also be requested to have a member on the project management team. The contacts for the advisory council are listed in the "Citizen Advisory Committee' section of this worksheet. An additional major stakeholder will be the neighborhood groups/homeowner associations. Initial contacts with them will be made to request a representative from this group to be on the project management team, and to encourage involvement in the process and to be involved in the advisory council meetings.

The Holmes Lake Watershed Advisory Council will serve as the main conduit to the public for periodic public invited meetings and as a liaison between the project and the public.

**Watershed citizens on project management team:**
- representative from nurseries and other fertilizer outlets
- representative from advisory council
- representative from neighborhood groups/homeowners associations
- Staff project management team members include:
  - Project intern
  - Project manager from Public Works and Utilities Department
  - Lower Platte South NRD representative

**Citizen watershed advisory council:**
The Holmes Lake Watershed Advisory Council

# Area Map


Holmes Lake Watershed
CITY OF LINCOLN
NEBRASKA
1 inch equals 2,916.666667 feet
MANAGEMENT

**Grant Reporting and Tracking System Information**

**Click on the corresponding box to identify the following items:**

**Category of Pollution**

**1000 Agriculture:**

- ☐ 1100 Non-Irrigated Crop Production
- ☐ 1200 Irrigated Crop Production
- ☐ 1300 Specialty Crop Production
- ☐ 1350 Grazing-Related Sources
- ☐ 1400 Pasture Grazing
- ☐ 1500 Range Grazing
- ☐ 1700 Aquaculture

**2000 Silviculture:**

- ☐ 2100 Harvesting/Residue Management
- ☐ 2200 Forest Management
- ☐ 2300 Road Construction/Maintenance
- ☐ 2990 Reforestation

**3000 Construction:**

- ☐ 3100 Highways/Roads/Bridges
- ☒ 3200 Land Development or Redevelopment

**4000 Urban Runoff/Stormwater:**

- ☒ 4190 Municipal
- ☐ 4191 Commercial
- ☐ 4192 Residential
- ☐ 4400 Illicit Connections/Illegal Hookups
- ☐ 4450 Dry Weather Flows
- ☒ 4590 Post-Development Erosion and Sedimentation
- ☐ 4500 Highway/Road/Bridge Runoff
- ☐ 4650 Salt Storage Sites

**5000 Resource Extraction:**

- ☐ 5100 Surface Mining
- ☐ 5200 Subsurface Mining
- ☐ 5290 Open Pit Mining
- ☐ 5300 Placer Mining
- ☐ 5400 Dredge Mining
- ☐ 5500 Petroleum Activities
- ☐ 5600 Mill Tailings
- ☐ 5700 Mine Tailings
- ☐ 5800 Abandoned Mine Drainage
- ☐ 5990 Sand/Gravel Mining

**6000 Land Disposal/Storage/Treatment:**

- ☐ 6200 Wastewater
- ☐ 6300 Landfills
- ☐ 6350 Inappropriate Waste Disposal
- ☐ 6400 Industrial Land Management
- ☐ 6500 On-site/Decentralized Wastewater Treatment (Septic System)
- ☐ 6600 Hazardous Waste
- ☐ 6700 Septage Disposal
- ☐ 6800 Waste Storage/Storage Tank Leaks (above ground)
- ☐ 6900 Waste Storage/Storage Tank Leaks (underground)

**7000 Hydromodification:**

- ☐ 7100 Channelization
- ☒ 7190 Channel Erosion/Incision
- ☐ 7200 Dredging
- ☐ 7300 Dam Construction
- ☐ 7350 Upstream Impoundment
- ☐ 7400 Flow Regulations/Modification
- ☐ 7550 Other Habitat Modification
- ☐ 7600 Removal of Riparian Vegetation
- ☒ 7700 Steambank or Shoreline Modification/ Destabilization
- ☐ 7800 Drainage/Filling of Wetland
- ☐ 7850 Groundwater Withdrawal

**7900 Marinas and Recreational Boating:**

- ☐ 7990 Pumpouts
- ☐ 7991 Sanitary On-Vessel Discharges
- ☐ 7992 Other On-Vessel Discharges
- ☐ 7994 Boat Construction
- ☐ 7995 Boat Maintenance
- ☐ 7996 Shoreline Erosion
- ☐ 7997 Fueling
- ☐ 7998 Dredging

**8000 Other NPS Pollution:**

- ☐ 8050 Erosion From Derelict Land
- ☐ 8100 Atmospheric Deposition
- ☐ 8400 Spills
- ☐ 8600 Natural Sources
- ☐ 8701 Recreational and Tourism Activities (non-boating)
- ☐ 8910 Groundwater Loadings
- ☐ 8950 Wildlife

**8500 Historical Pollutants:**

- ☐ 8590 Contaminated Sediments
- ☐ 8591 Clean Sediments
- ☐ 8592 Other Historical Pollutants

**8700 Turf Management:**

- ☐ 8710 Golf Courses
- ☐ 8790 Yard Maintenance
- ☐ 8791 Other Yard Management

## Functional Category of Activity

**Restoration/Protection/Prevention:**

- ☐ 010 Corrective Action other than BMP implementation
- ☒ 011 BMP Design/Implementation
- ☒ 012 BMP Performance Assessment
- ☐ 013 Animal Manure/Litter Management Projects
- ☐ 014 Livestock Control Projects
- ☒ 016 Vegetation Management/Revegetation

**Education/Information Programs:**

- ☐ 100 Statewide Education/Information Programs
- ☒ 101 Local Specific Target Education/Information Programs

**Technical Assistance:**

- ☐ 200 Technical Assistance to State/Local
- ☐ 201 Nonpoint Source Program Overall Coordination/Management
- ☐ 202 Nonpoint Source Project Staffing
- ☐ 230 Technology Transfer to State/Local Government
- ☐ 290 Other Technical Assistance Activity

**Regulatory/Enforcement:**

- ☐ 300 Certification Activities
- ☐ 310 Program Development Activities
- ☐ 320 Inspection Activities
- ☐ 330 Ordinance Development
- ☐ 340 Enforcement Activities

**Planning:**

- [ ] 401 Nutrient Management Planning
- [ ] 402 Watershed Modeling – Watershed Specific
- [ ] 403 Stormwater Management Planning
- [ ] 404 Watershed Modeling – General Usage
- [ ] 410 Geographic Information Systems
- [ ] 420 Develop/Revise Basin Plans – larger than 8 digit HUC code
- [ ] 421 Develop/Revise Basin Plans – smaller than 8 digit HUC code
- [ ] 430 TMDLs
- [ ] 440 Nonstructural Planning for new development
- [ ] 450 Livestock Grazing System Planning
- [ ] 490 Other Planning

**Water Quality Assessment/Monitoring:**

- [x] 501 Instream Flow Assessments
- [ ] 502 Assessments for Compliance with Water Quality Standards
- [ ] 503 Wetland Assessment/Monitoring
- [ ] 504 Riparian Assessment/Monitoring
- [ ] 505 TMDL Assessments
- [ ] 510 Water Quality Trend Assessment
- [ ] 520 Water Quality Problem Identification
- [ ] 590 Other Water Quality Assessment/Monitoring

**Water Quality Assessment/Monitoring:**

- [ ] 600 BMP Effectiveness Monitoring
- [ ] 610 Biological Monitoring
- [ ] 620 Watershed Assessments

**319h National Monitoring Project:**

- [ ] 800 319h National Monitoring Project

**Other Activities:**

- [ ] 910 Groundwater – all groundwater activities
- [ ] 920 Antidegradation Activities and Analyses
- [ ] 930 Soil Analyses

**Pollutant Types**

- [ ] Algal Growth/Chlorophyll
- [ ] Alteration (Flow)
- [ ] Ammonia
- [ ] Chlorine
- [ ] Dioxins/Furans
- [ ] Ethylene Glycol
- [ ] Herbicide (Alachlor)
- [ ] Herbicides (Atrazine)
- [ ] Metals (Aluminum)
- [ ] Metals (Cadmium)
- [ ] Metals (Copper)
- [ ] All Pollutants
- [ ] Alterations (Habitat)
- [ ] Cause Unknown
- [ ] Cyanide
- [ ] Dissolved Oxygen (Low)
- [ ] Exotic Species
- [ ] Herbicide (Other)
- [ ] Inorganics (Other)
- [ ] Metals (Arsenic)
- [ ] Metals (Chromium)
- [ ] Metals (Iron)

- [ ] Metals (Lead)
- [ ] Metals (Mercury)
- [ ] Metals (Selenium)
- [ ] Methyl Tertiary-Butyl Ether
- [ ] Nitrogen
- [ ] Organics (Other Nonpriority)
- [ ] Pathogens (Coliform)
- [ ] Pathogens (Other)
- [ ] Pesticides (Chlordane)
- [ ] Pesticides (Dianzinon)
- [ ] Pesticides (Other)
- [x] Phosphorus
- [ ] Propylene Glycol
- [ ] Salinity/TDS/Chlorides
- [ ] Sulfates
- [ ] Taste and Odor
- [ ] Total Kjeldahl Nitrogen
- [ ] Trash, Debris, Floatables
- [ ] Turbidity
- [ ] Metals (Manganese)
- [ ] Metals (Other)
- [ ] Metals (Zinc)
- [ ] Nitrate
- [ ] Oil and Grease
- [ ] Organics (Other Priority)
- [ ] Pathogens (E Coli)
- [ ] PCBs
- [ ] Pesticides (DDT)
- [ ] Pesticides (Dieldrin)
- [ ] pH
- [ ] Plants (Noxious Aquatic)
- [ ] Radiation
- [x] Sedimentation-Siltation
- [ ] Suspended solids
- [ ] Temperature
- [ ] Toxics (Total)
- [ ] Tributyltin

## Waterbody Types

Click on the main water body type in project.

- [ ] CM Coastal Marine
- [ ] ES Estuaries
- [ ] GW Groundwater
- [ ] LK Lakes
- [ ] PO Ponds
- [ ] RI Rivers/Streams
- [x] ST Streams
- [ ] TW Tidal Wetlands
- [ ] Z-99 Other
- [ ] GL Great Lakes
- [ ] OC Oceans
- [ ] RS Reservoirs
- [ ] WT Non-Tidal Wetlands

## Best Management Practices

[x] Yes [ ] No Is this project a BMP implementation project addressing nitrogen, phosphorus, and/or sediment?

List descriptors of BMPs that will be used in this project:

1. Channel Stabilization
2. No/Low Phosphate Fertilizer
3. Rain Garden Education
4.
5.

*Example descriptors:*
*Channel Bank Vegetation*
*Channel Stabilization*
*Conservation Tillage*
*Contour Buffer Strips*
*Controlled Drainage*
*Cut Bank Stabilization*
*Filter Strip*
*Grassed Waterway*
*Long term No-Till*
*Monitoring Well*
*Pesticide Management*
*Riparian Buffers*

## Contact Information

**Project Administrator**

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**Financial Officer**

**Name:** Fran Mejer

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**Fax:** (402) 441-8609

**E-mail:** fmejer@lincoln.ne.gov

## Partnerships

**Sponsor**

**Organization Name:** City of Lincoln, and the Lower Platte South Natural Resources District

**Contact Person:** Rock Krzycki (City), Paul Zillig (Lower Platte South Natural Resources District)

**Role in project (Tasks/Funding/Etc.):** All Tasks/ Municipal General Funds, In-kind Services.

**Partner 1**

**Organization Name:** University of Nebraska

**Contact Person:** Thomas Franti

**Role in project (Tasks/Funding/Etc.):** Task 5/ In-Kind Match

**Partner 2**

**Organization Name:** Holmes Lake Advisory Board

**Contact Person:** Dick Dam

**Role in project (Tasks/Funding/Etc.):** All Tasks/ In-Kind Match/

**Partner 3**

**Organization Name:** Sherman Townhome Association

**Contact Person:** Karen Lindsay

**Role in project (Tasks/Funding/Etc.):** Tasks 1 & 2/ In-Kind Match/

**Partner 4**

**Organization Name:** Colonial Hills Neighborhood Association

**Contact Person:** Terri Heckman

**Role in project (Tasks/Funding/Etc.):** Tasks 1 & 2/ In-Kind Match/

**Partner 5**

**Organization Name:** Colonial Hills 11 Addition Home Owners Association

**Contact Person:** Dan Maser

**Role in project (Tasks/Funding/Etc.):** Tasks 1 & 2/ In-Kind Match/

**Partner 6**

**Organization Name:** Sherman Townhome Association

**Contact Person:** Karen Lindsay

**Role in project (Tasks/Funding/Etc.):** Tasks 1/ In-Kind Match/

## Application Budget Justification

| CATEGORIES AND SUB-CATEGORIES | BASIS USED TO DETERMINE COST | ATTACHMENTS (Y OR N) |
|---|---|---|
| **Personnel:** City | Senior Engineer 100 hrs x $43/hr = $4,300<br>Senior Engring. Spec.200 hrs x $34/hr = $6,800 | N |
| | Intern 12.11 x 3,120 hrs = $37,780 | N |
| University of Nebraska | See University letter of Commitment letter<br>University of NE rate $6,500 | Y |
| All other volunteer time | The rate of $13.00 $/hr for volunteer time for manual labor match was used for the in-kind match (source: Independent Sector webpage) The Rate of $20.00 $/hr for professional time for organization board members to attend meetings (source: Bureau of Vital Statistics, 2004 report for Lincoln, NE, White Collar Occupations) and all cash contributions<br>Total of all $5,850 | Y |
| **Travel:** | | |
| **Equipment:** City | Estimated cost of a personal computer and office space and setup. $4,000 | N |
| | | |
| **Supplies: Edenton Homeowners Association** | Market cost of Low/No Phosphate Fertilizer by commercial applicator $95 per site visit for 4-7 applications per year. For a 20,600 sq. ft. site - $1,330 and an estimated cost of water needed to sustain turf for dry periods $170 $1,500 | N |
| | University of Nebraska Printing Cost $2,200 | N |
| **Contractual:** | Estimate from Consultant for Tasks 1,2, and 4<br>Estimate Cost $353,000 | N |
| | | |
| **Other:** | | |
| **Direct Costs:** | **$397,680** | |
| **Indirect Costs:** | **$24,250** | |
| **TOTAL COST:** | **$421,930** | |

# Application Budget Summary

| | Federal Funds | | | Non-Federal Funds | | | |
|---|---|---|---|---|---|---|---|
| Source of Funds -> | Federal Section 319 | | | City Funding | LPSNRD | UNL and Private | TOTALS |
| | | | | | | | |
| Budget Category | | | | | | | |
| Personnel: | $37,780 | | | $11,100 | | $8,548 | 57428 |
| | | | | | | | |
| | | | | | | | |
| Travel: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Equipment: | $0 | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Supplies: | $2,900 | | | | | $800 | 3700 |
| | | | | | | | |
| | | | | | | | |
| Contractual: | $209,000 | | | $85,000 | $60,000 | $3,000 | 357000 |
| | | | | | | | |
| | | | | | | | |
| Other: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Direct Costs: | $249,680 | | | $96,100 | $60,000 | $12,348 | 418128 |
| Indirect Costs: | | | | | | | |
| TOTAL COST: | $249,680 | | | $96,100 | $60,000 | $12,348 | 418128 |